



National Park Service
U.S. Department of the Interior

Canaveral National Seashore
212 S. Washington Avenue
Titusville, FL 32796
321-267-1110 phone
321-264-2906 fax

COMMERCIAL USE AUTHORIZATION PERMIT (IBP) CONDITIONS

1. Maximum size of party, passengers, capacity: The Permittee shall comply with all specifications regarding party size, passengers and capacity listed in the Canaveral National Seashore's General Management Plan, Backcountry Management Plan, the Superintendent's Compendium and any attachments to this document.
2. The Permittee shall exercise this privilege subject to the supervision of the Superintendent. The Permittee and participants shall comply with all the conditions of this permit and its attachments, all written directions of the Superintendent, and applicable laws and regulations of the areas. This permit is applicable only for use of the areas under the terms designated within.
3. The Permittee must obtain all permits or licenses of State or local governments, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all pertinent Federal, State, and local laws and regulations. The Permittee will comply with applicable public health and sanitation standards and codes.
4. Damages - The areas authorized for use under this permit must be left in substantially the same condition as prior to the activities authorized herein. All refuse shall be disposed of as required by the Superintendent. The Permittee assumes liability for any damages to property of the United States resulting from the activities authorized hereunder.
5. Benefit - Neither members of, nor delegates to Congress, or resident commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom. This restriction shall not be construed to extend to any incorporated company, if the permit is for the benefit of such corporation.
6. Assignment - This permit may not be transferred, extended, or assigned under any circumstances.
7. Revocation and Suspension - This permit may be revoked at any time at the discretion of the Superintendent without compensation to the Permittee or liability to the United States.
8. This permit may be suspended at the discretion of the Superintendent when necessary for the protection of visitors or park resources without compensation to the Permittee or liability to the United States.

9. The Permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation.[36 C.F.R. §2.32(4)]
10. Rates - The rates of the Permittee will not be approved by the National Park Service.
11. The Permittee will have none of the rights or privileges of P.L. 89-249 and will not be considered a concessionaire to the National Park Service. Operations under this permit shall be subject to the laws of Congress governing the area and rules and regulations promulgated thereunder, whether now in force or hereafter enacted or promulgated. This permit does not constitute a concession contract or permit within the meaning of 16 U.S.C. 20 et seq., and, specifically, no preferential right of renewal attaches to this permit.
12. This permit does not authorize the Permittee to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States.
13. Indemnification - The Permittee shall save, hold harmless, defend, and indemnify the United States of America, its agents and employees for losses, damages or judgements, and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Permittee, his employees, subcontractors or agents under this permit.

(a)(1) The Permittee shall purchase at a minimum the types and amounts of insurance coverage as stated herein and shall agree to comply with any revised insurance limits the Director may require during the term of this permit.

(a)(2) The Permittee shall provide the Superintendent with a Statement of Insurance and Certificate of Insurance at the inception of this permit and annually thereafter, and shall provide the Superintendent thirty (30) days advance written notice of any material change in the Permittee's insurance program hereunder.

(a)(3) The Superintendent will not be responsible for any omissions or inadequacies of insurance coverage(s) and amount(s) if such prove to be inadequate or otherwise insufficient for any reason whatsoever.

b. Public Liability. The Permittee shall provide comprehensive general liability insurance and/or automobile liability insurance against claims occasioned by actions or omissions of the Permittee in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, **THE LIMITS OF LIABILITY SHALL NOT BE LESS THAN \$300,000 PER OCCURRENCE COVERING BOTH BODILY INJURY AND PROPERTY DAMAGE.** If claims reduce available insurance below the required per occurrence limits, the Permittee shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.

(b)(1) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.

14. Within sixty (30) days after the end of each year from the effective date of this permit, the Permittee shall submit an annual report, which summarizes total in-park visitor use and includes gross revenues for the year. For the purposes of this permit, gross revenues are defined as:

The total amount received, realized by, or accruing to the business operator for all sales of goods and services provided by the business operator for payment by cash, barter, or credit pursuant to the privileges granted by the permit. This includes income from subsidiary or other operations located outside of lands administered by the National Park Service to the extent that they support operations authorized by the permit.

Gross receipts generated from subsidiary or other operations located outside of the park that do not participate in the provision of the service will not be included in the calculation of revenues generated under this permit.

15. Degradation of Park Values and Mitigation - At the discretion and approval of the Superintendent, the Permittee will take adequate measures to restrict and prevent the degradation of any park values on the land covered by the Permit. The Permittee will mitigate any damage that should occur according to the Superintendent's direction.

16. Non-Exclusive Authorization. This permit shall not be construed as limiting the obligation of the Superintendent to issue similar permits at the request of all other persons seeking to conduct the same or similar activities in the area.

17. The following provisions are in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967.

NONDISCRIMINATION If use of the resource covered by their permit will involve the employment by the Permittee of a person or persons, the Permittee agrees as follows:

a. The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Permittee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Permittee's noncompliance with the nondiscrimination clauses of this permit or with any of such rules, regulations, or orders, this permit, may be cancelled, terminated or suspended in whole or in part and the Permittee may be declared ineligible for further Government contracts or permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 25, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Permittee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended so that such provisions will be binding upon each subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Permittee becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such directions by the Superintendent, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

Applicant Signature

Date

Initials: _____